

**STANDARD LEASE**  
CIVILIAN HOUSING  
NAVAL BASE HOUSING UNIT

**PARTIES:** **NOLA Housing L.L.C.**, a Louisiana Limited Liability Company whose address is 8027 Jefferson Highway, Baton Rouge, LA. 70809 (hereinafter referred to as **Lessor**) hereby leases to **TENANT** (hereinafter referred to as **Lessee**) the following described property:

**PREMISES:** Housing unit No. \_\_\_ at \_\_\_\_\_ in \_\_\_\_\_, for use by resident as a private residence only.

**TERM:** This lease is for a term commencing on the \_\_\_\_ day of \_\_\_\_\_, and ending on the last calendar day of \_\_\_\_\_.

**BASE ACCESS CLOSING:** Lessee understands and agrees that the property upon which the leased premises form a part is used for military base housing. In times of emergency, the Military Base Commanding Officer may order the base closed. During such times, civilian residents, including Lessee, SHALL NOT be allowed to enter or leave the base, including the leased premises.

**EVACUATION:** Lessee understands and agrees that civilian residents, including Lessee, must comply with any evacuation orders given by the Base Commanding Officer, and that Lessor shall not be responsible for same.

**1. AUTOMATIC RENEWAL:** This lease will automatically renew on its expiration on a month-to-month basis. Landlord may terminate this lease by giving Tenant notice of non-renewal at least thirty (30) days prior to the expiration of the lease term. However, it is understood herein that, in the event any preferred military or military related residents are on the Base Housing Waiting List, and no vacant units are available, any civilian resident, including Lessee, must vacate his leased premises at the expiration of the lease term.

**2. RENT:** This lease is made for and in consideration of a monthly rental of \_\_\_\_\_ Dollars per month payable in advance on or before the 1<sup>st</sup> day of each month at \_\_\_\_\_ Mail slot may be used for after-hours payments.

If the rent is paid after the close of posted office hours on the fifth of the month, Lessee agrees to pay, in addition to the rent itself, late charges in the amount of **\$50.00**, plus **\$5.00** per day thereafter until the entire amount due is paid. If Lessee pays by check and said check is not honored on presentation for any reason whatsoever, Lessee agrees to pay an additional sum of **\$50.00** as a penalty. This penalty provision is not to be considered a waiver or relinquishment of any of the other rights or remedies of Lessor. Any and all amounts owed by Lessee to Lessor are due and payable in one sum. No partial payments will be accepted by Lessor.

Lessor acknowledges receipt from Lessee of the sum of (\$\_\_\_\_\_) Dollars which is prorated rental for days from the date of commencement of this lease to the first day of the following month.

**3. ELECTRONIC FUNDS TRANSFER:** Upon execution of this lease contract, Lessee shall have the option to pay for rent and all other amounts owed by Lessee to Lessor under this contract by electronic funds transfers ("EFT") through Automatic Clearing House transfer. All rent shall be paid on the 1<sup>st</sup> day of each month. All charges owed, including charges for damages and cleaning described in paragraph 4 herein, shall be paid within 30 days after billing or, where applicable, within 30 days after Lessee has vacated the premises. The name, address, bank number and account number of Lessee's or bank account shall be set forth in Exhibit A, and by executing same, Lessee agrees to allow Lessor, at Lessor's option, to debit Lessee's or bank account(s) for all indebtedness and amounts due Lessor pursuant to this lease contract in strict accordance with the payment terms applicable thereto.

It is understood and agreed by Lessee that should Lessee cancel the EFT payment arrangement without prior timely written instructions to Lessee to substitute Lessee's payment method, Lessee will be subject to eviction for non-payment of rent.

**4.1 DAMAGES:** In the event of any damage to the leased premises or equipment therein, reasonable wear and tear excepted, caused by Lessee, his family, guest or agents, Lessee agrees to pay Lessor when billed the full amount necessary to repair or replace the damaged premises or equipment, as agreed to on the CHECK IN/OUT LIST attached hereto and made a part of this lease.

**4.2** Lessor agrees to deliver the premises clean and free of trash at the beginning of this lease and Lessee agrees to return same in like condition at the termination of the lease. Within 30 days after the premises have been vacated, Lessor shall cause the leased premises to be inspected by or on behalf of Lessor, and Lessee agrees that said leased premises shall be in as good condition as they were at the time Lessee first occupied same, subject only to normal wear and tear and that all keys shall be surrendered to Lessor.

**4.3** Charges shall be imposed on Lessee to reimburse Lessor for the cost of repairing any damage to the premises or equipment or the cost of replacing any of the articles or equipment that may be damaged beyond repair, lost or missing at

the termination of the lease. Charges shall also be imposed to cover any unpaid amounts owed to Lessor for any such damages or loss occurring prior to termination of the lease and for which Lessee has been billed.

**5.1 SECURITY DEPOSIT:** Upon execution of this lease contract, and in the event Lessee does not opt to utilize the Allotment or Electronic Funds Transfer (EFT) payment methods described in paragraph 3 herein, then Lessee agrees to deposit with Lessor, the receipt of which is hereby acknowledged, the sum of **one months rent**. This deposit, which is non-interest bearing, is to be held by Lessor as security for the full and faithful performance of all of the terms and conditions of this lease and any renewals of this lease. The security deposit is not an advance rental and Lessee may not deduct any portion of the deposit from the rent due to Lessor. In the event of forfeiture of the security deposit due to Lessee's failure to fully and faithfully perform all of the terms and conditions of the lease, Lessor retains all of his other rights and remedies. Lessee does not have the right to cancel this lease and avoid his obligations hereunder by forfeiting the said security deposit.

**5.2** Lessee shall be entitled to return of the said security deposit within 30 days after the premises have been vacated and inspected by Lessor provided said lease premises are returned to Lessor in as good condition as they were at the time Lessee first occupied same, subject only to normal wear and tear and after all keys are surrendered to Lessor.

**5.3** Deductions will be made from the security deposit to reimburse Lessor for the cost of repairing any damage to the premises or equipment or the cost of replacing any of the articles or equipment that may be damaged beyond repair, lost or missing at the termination of the lease. Deductions will also be made to cover any unpaid amounts owed to Lessor for any such damages or loss occurring prior to termination of the lease and for which Lessee has been billed. In the event that such damages or cleaning charges exceed the amount of the security deposit, Lessee agrees to pay all excess costs to Lessor. In the event there has been a forfeiture of the security deposit, charges for damages and cleaning shall be paid in addition to the amount of the said security deposit.

**5.4** Notwithstanding any other provisions expressed or implied herein, it is specifically understood and agreed that the entire security deposit aforesaid shall be automatically forfeited as a set off should Lessee vacate or abandon the premises before the expiration of this lease, except where such abandonment occurs during the last month of the term of the lease, Lessee has paid all rent covering the entire term and either party has given the other timely written notice that this lease will not be renewed under its automatic renewal provisions.

**OCCUPANTS:** the following persons shall occupy the leased premises as a residence only:

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**PETS:** No pets are allowed to live in or be harbored on the premises at any time unless Lessor agrees to modify the lease to allow pets. Such agreement must be signed by execution of a written Pet Addendum.

**SUB LEASE:** Lessee is not permitted to post any "For Rent" signs, rent, sublet or grant use or possession of the leased premises without the written consent of Lessor and then only in accordance with this lease.

**DEFAULT OR ABANDONMENT:** Should the Lessee fail to pay the rent or any other charges arising under this lease promptly as stipulated, or should voluntary or involuntary bankruptcy proceedings be commenced by or against Lessee, or should Lessee breach any other covenant of this lease, Lessee shall be ipso facto in default, without the necessity of demand or putting in default. In the event of default hereunder, Lessor may elect any remedy allowed under Louisiana law, including but not limited to declaring the rent for the whole unexpired term of the lease together with the attorney's fees immediately due and exigible, or to proceed one or more times for past due installments without prejudicing his right to proceed later for the rent for the remaining term of the lease or to cancel the lease and obtain possession of the premises.

**OTHER VIOLATIONS AND NUISANCE:** Should the Lessee at any time violate any of the conditions of this lease, other than the conditions provided for in the immediately preceding paragraphs under the heading "Default or Abandonment" or should the Lessee discontinue the use of the premises for the purposes for which they are rented or fail to maintain a standard of behavior consistent with the consideration necessary to provide reasonable safety, peace and quiet to the other residents in the housing unit complex, such as being boisterous or disorderly, creating undue noise, disturbance or nuisance of any nature or kind, engaging in any unlawful or immoral activities and should such violation either continue for a period of five days after written notice has been given Lessee (such notice may be posted on Lessee's door) or should such violation occur again after written notice to cease and desist from such activity or disturbance, then Lessee shall be ipso facto in default and Lessor shall have the option to demand the rent for the whole unexpired term of the lease which shall at once become due and exigible or to immediately cancel this lease and obtain possession of the premises or elect any other remedy allowed by law.

**WAIVER OF NOTICE:** Lessee specifically waives the requirement for the five day notice to vacate as set forth in the Revised Civil Code of the State of Louisiana and in the Code of Civil Procedure as they may be amended.

**RULES AND REGULATIONS:** Lessee acknowledges receipt of a copy of the rules and regulations which are attached to and form a part of this lease. Lessee agrees to comply with all such rules and regulations and with all reasonable rules and regulations hereafter adopted by the Lessor and posted in or about the housing unit complex and/or mailed or delivered to Lessee.

**WARRANTY:** Lessor warrants that the leased premises are in good condition. Lessee accepts them in such condition and agrees to keep them in such condition during the term of the lease at his expense and to return them to Lessor in the same condition at the termination of the lease, normal decay, wear and tear excepted.

**OCCUPANCY:** Should Lessee be unable to obtain occupancy on the date of the beginning of the lease due to causes beyond control of Lessor, the lease should not be affected thereby, but Lessee shall owe rent beginning only with the day on which he can obtain possession.

Should the property be destroyed or materially damaged so as to render it wholly unfit for occupancy by fire or other unforeseen event not due to any fault or neglect of Lessee, the Lessee shall be entitled to a credit for the unexpired term of the lease. However Lessee shall not be entitled to a reduction of the monthly rent or cancellation of this lease because of a temporary failure of utilities, heat, air conditioning or temporary closing of any public amenity or service.

**ADDITIONS AND ALTERATIONS:** Neither Lessor nor Lessee shall make any additions or alterations to the premises without written permission of the other. However, Lessor or his employees shall have the right to enter the premises for the purpose of making repairs necessary to the preservation of the property. Any additions made to the property by the Lessee shall become the property of Lessor at the termination of this lease unless otherwise stipulated herein. Nothing herein shall be construed to prevent Lessor from making improvements or conducting repairs at any other place other than the "premises" as defined herein above.

No holes shall be drilled in the walls, woodwork or floors and no antenna installations are permitted. No painting or papering of walls is permitted.

No water beds. No foil in windows. No hurricane tape allowed to stay in windows after danger ceases.

**WEAPONS:** No weapons shall be allowed by civilian residents, including Lessee, on the leased premises or the property on which the leased premises forms a part. Failure to comply with this provision shall be grounds for immediate eviction.

**LIABILITY:** If any employee of Lessor renders any other services (such as parking, washing or delivery of automobiles, handling of furniture or other articles, cleaning the rented premises, package delivery, or any other service) for or at the request of Lessee, his family, employees or guests then, for the purpose of such service, such employees shall be deemed the servant of Lessee regardless of whether or not payment is arranged for such service, and Lessee agrees to relieve Lessor and hold Lessor harmless from any and all liability in connection with such services.

The Lessor shall not be liable to Lessee, or to Lessee's employees, patrons and visitors, or to any other person for any damage to person or property caused by any act, omission or neglect of Lessee or any other resident of said demised premises, and Lessee agrees to hold Lessor harmless from all claims for any such damage, whether the injury occurs on or off the leased premises.

Lessee assumes responsibility for the condition of the premises. Lessor will not be responsible for damage caused by leaks in the roof, by bursting of pipes by freezing or otherwise, or any vices or defects of the leased property, or the consequences thereof, except in the case of positive neglect or failure to take action toward the remedying of such defects within reasonable time after having received written notice from Lessee of such defects and the damage caused thereby. Should Lessee fail to promptly so notify Lessor, in writing, of any such defects, Lessee will become responsible for any damage resulting to Lessor or other parties.

**CABLE AND TELEPHONE WIRING AND OUTLETS:** Lessee accepts the existing condition of all cable television and telephone wiring "as is" upon occupancy of the leased premises, and agrees to be responsible for all repairs, alterations, and/or additions to such. Lessee is encouraged to subscribe to the telephone provider's inside wiring plan.

**LAWNS AND GROUND MAINTENANCE:** Lessor will provide lawns and grounds maintenance for enclosed patios and yards of the leased premises provided that any gates enclosing such are left unlocked and accessible on the service dates.

**AMENITIES:** Lessee may use the public area of the leased premises and amenities thereto only within the confines of the Family Housing area.

6. Lessee hereby releases, relieves and holds Lessor blameless for any damage or injury to persons making use of any public property of the leased premises through the use, permission or consent of Lessee. Lessee further agrees not to use or permit the use of alcoholic beverages any public areas of the property of which the leased premises form a part.

**SIGNS AND ACCESS:** Lessor reserves the right to post on the premises "For Sale" or "For Rent" signs at all times. Lessee will allow parties authorized by Lessor to visit the premises at reasonable hours in view of buying the property at any times during this lease term or in view of renting for 30 days prior to the expiration of this lease. Lessee will also permit Lessor to have access to the premises for the purpose of inspection at reasonable intervals between the hours of 8:00 a.m. to 5:00 p.m.

**ATTORNEY'S FEES:** Lessee further agrees that if an attorney is employed to protect any rights of the Lessor hereunder, Lessee will pay the fee of such attorney. Such fee is hereby fixed at twenty-five (25%) percent of the amount claimed or a minimum of \$400.00 whichever is greater. Lessee further agrees to pay all court costs and sheriff's charges if any.

**OTHER:** The failure of Lessor to insist upon the strict performance of the terms, covenants, agreements and conditions hereby contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the Lessor's right thereafter to enforce any such terms, covenant, agreement and condition, but the same shall continue in full force and effect.

It is understood that the terms "Lessor" and "Lessee" are used in this agreement, and they shall include the plural and shall apply to persons, both male and female. All obligations of Lessee are several and in solido.

This lease, whether or not recorded, shall be junior and subordinate to any mortgage hereafter placed by the Lessor on the entire property of which the leased premises form a part.

7. In the event that during the term of this lease, or any renewal hereof, either the real estate taxes or the utility costs, or both, should increase above the amount being paid on the leased premises at the inception of this lease, the Lessee agrees to pay his proportionate share of such increase and any successive increases. Such payment or payments by Lessee shall be due monthly as increased rent through the remainder of Lessee's occupancy; and all such sums may be withheld from Lessee's security deposit if not fully paid at the time Lessee vacates the premises. A 30 day notice will be given to Lessee before any increase is made.

**OTHER CONDITIONS:**

**READ YOUR LEASE BEFORE SIGNING**

Executed in Duplicate at \_\_\_\_\_, Louisiana, this \_\_\_\_\_ day of \_\_\_\_\_ .

**LANDLORD:**

PATRICIAN MANAGEMENT

BY: \_\_\_\_\_  
AGENT FOR LESSOR

**TENANT:**

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
SPOUSE

**EXHIBIT A**

**ELECTRONIC FUNDS TRANSFER INFORMATION**

**PAYMENT BY ELECTRONIC FUNDS TRANSFER:**

Pursuant to Paragraph 3 of the above Standard Lease Agreement, Lessee herein opts to pay for rent and all charges under the Lease Agreement with electronic transfers (EFT) through Automatic Clearing House transfer. All rent shall be paid on the 1<sup>st</sup> day of each month. All charges owed, including charges for damages and cleaning, shall be paid within 30 days after billing or, where applicable, within 30 days after Lessee has vacated the premises.

It is understood and agreed by Lessee that should Lessee cancel the herein EFT payment arrangement without prior timely written instructions to Lessor to substitute Lessee's payment method, Lessee will be subject to eviction for non-payment of rent.

By executing this Exhibit A, Lessee agrees to allow Lessor, at Lessor's option, to debit Lessee's bank account(s) for all indebtedness and amounts due Lessor pursuant to this lease contract in strict accordance with the payment terms applicable thereto. The following information is provided to enable such electronic funds transfer:

Name of Lessee (as it appears on Lessee's bank account):

\_\_\_\_\_

Address of Lessee (as it appears on Lessee's bank account):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Lessee's Bank: \_\_\_\_\_

Address of Lessee's Bank:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bank Number of Lessee's Bank: \_\_\_\_\_

Lessee's Bank Account Number: \_\_\_\_\_

By: \_\_\_\_\_ LESSEE

SIGNED this \_\_\_ day of \_\_\_\_\_